

● Legal Notices

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cable or other equipment.

Section 7. Indemnity and Insurance. Licensee shall defend and indemnify the Borough and hold it harmless from any liability, loss, damage or expense resulting from any claim or demand made upon the Borough or any suit filed or judgment or execution rendered against the Borough which arises out of the construction, maintenance, operation or existence of the licensee's system or any of its facilities, in the Borough, and licensee shall provide insurance protection for any other person who might suffer injury or damage caused by or resulting from licensee's negligence. In order to assure the Borough of licensee's performance of the obligations herein assumed, the licensee shall obtain and keep in force during the term of the license a policy or policies of public liability and property damage insurance in which licensee shall cause the Borough to be named as an additional assured and providing liability coverage in the amounts of not less than \$100,000.00 for injuries resulting to any one person, and \$300,000.00 for injuries to persons in any one accident, and property damage coverage in the amount

of \$250,000.00 resulting from any one accident. The licensee shall also post with the Borough and keep in force a bond with corporate surety in the amount of \$2,000.00 conditioned for the licensee's compliance with its obligations and duties hereunder.

Section 8. Service and Rates.

(a) During the continuance of the licensee's operation in the Borough, it shall provide facilities and service sufficient to meet the reasonable needs of the public, and shall maintain its facilities and service up to date and in keeping with technical progress. The licensee shall maintain, operate and render efficient service on a minimum of eight T.V. channels with an all-band system capable of providing twelve (12) TV channels, and also to be subject to any rules and regulations which may be prescribed by Federal Communications Commission, the Pennsylvania Public Utility Commission or any other body having regulatory authority which supersedes the authority of the Borough. Any spurious electromagnetic radiation from the licensee's facilities must fall within the limits specified by the Federal Communications Commission. The system shall be operated so as not to adversely affect or interfere with existing radio or television recep-

tion, and so as to prevent radiation from the licensee's facilities to radio and television antennas. All construction must be done in conformity with the standards of the National Electric Safety Code.

(b) Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustment or installations, the licensee shall do so at such times as shall cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable published or broadcast notice thereof to its customers. The service furnished shall be continuous daily during the regular telecast operating hours of the stations whose TV broadcasts are being transmitted.

(c) The licensee shall have the right to promulgate and put into effect such rules, regulations, and conditions respecting the sale, furnishing or use of the community antenna television services it will provide as shall be reasonably necessary to permit the licensee to carry on its business in an efficient manner, to exercise the rights granted to it under this ordinance and to conduct its operation in the manner it believes is most likely to assure its ability to provide uninterrupted service to its customers. Further, the licensee

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shall have the right to establish and put into effect and collect reasonable rates and charges for the services it renders, including charges for connecting customers to and disconnecting them from its system, and, to impose penalty charges for late payment; provided, however, that the licensee shall not without approval of the Borough increase rates more than 10% within any two year period.

Section 9. Resident Agent: The licensee shall designate and maintain an agent having a residence or place of business in Lancaster County, Pennsylvania, on whom and at which legal process may be served on the licensee. The licensee shall certify to the Borough the name of the agent and the address of such residence or place of business; and service made there shall be service on the licensee until the Borough has received written notice of change of agents and/or address.

Section 10. Transfer of License. The licensee shall not transfer or assign this license nor any rights hereunder without written approval of the Borough which said approval will not be unreasonably withheld; provided however that no assignment shall be approved or become effective until the assignee has filed with the Borough Secretary evidence that satisfies the Borough of the assignee's financial responsibility and anticipated ability and competence to render the public service contemplated by the license, and an instrument accepting the terms of the license and agreeing to perform all the conditions thereof.

Section 11. Duration and Forfeiture of License. This license shall be in force for a period of ten years from the date of the enactment of this ordinance unless the license is sooner terminated by consent of the licensee or under the terms hereof.

The Borough may terminate the license granted to the licensee in this ordinance if, (1) licensee fails to commence construction and installation of its system within twelve calendar months; or (2) fails to be ready to serve customers within 18 months from the date of enactment of this ordinance; (provided, however, that failure to comply with this stipulation by reason of causes beyond the reasonable control of the licensee such as FCC or PUC regulations, shall not be sufficient grounds to exercise such termination), or (3) licensee fails to make the payments provided for herein within the times specified herein; or (4) if licensee shall fail to comply with the other terms and conditions hereof or any other ordinance relating hereto, and shall not discontinue the acts or correct the omissions which constitute its non-compliance within fifteen days after the Borough shall notify it of such failure or such longer period as the Borough may grant for accomplishment of such correction. Upon termination of the license or any extension thereof, the licensee shall remove its facilities from the streets, except that facilities the removal of which would require excavation of the streets shall not be removed unless such removal is specially required or permitted by the Borough. All underground facilities not removed

shall become the property of the Borough.

Section 12. Payments to the Borough. The licensee shall annually pay a rental fee to the Borough during the life of this license, said rental fee to be three (3%) per cent of its gross income from monthly service charges (but not from charges for connections, disconnections, late payments, and other normally non-recurring charges) to customers within the Borough; provided, however, that the minimum annual payment shall be \$300.00 for the first year, and \$600.00 for each year thereafter; said fees to the Borough being for the privilege of using the streets of the Borough for the operation of its system and to reimburse the Borough for expenses incurred by it in inspecting the facilities used under this ordinance. The fee shall be payable annually on the 15th day of July of each year, beginning July 15, 1967. The licensee shall also pay a reasonable fee for the issuance of each permit obtained hereunder. In addition to the said fees, the licensee, on request, shall install one outlet to the Borough Fire Hall and one to each public and parochial school building in the Borough, and shall make no charge for the installation and use of said outlets. The licensee shall also reimburse to the Borough, the Borough's costs and expenses (including counsel fee) for the preparation of this ordinance, and the regulations to be adopted herewith, and for advertising the ordinance. The said costs and expenses shall be paid upon presentation of a bill therefor. The licensee shall submit with each annual payment a statement (certified by a certified public accountant) of the amount of service fees collected in the preceding twelve calendar months, the number of customers being served in the Borough at the beginning and the end of said period.

Section 13. Notices. Notices required hereunder shall be given in writing by personal delivery or certified mail as follows:

To the Borough: By notice addressed to the Borough in care of the Borough Secretary at his residence, whose name and address are as follows:

Frank F. Walter, Jr.
220 South Market Street
Mount Joy, Pa. 17552

To the Licensee: By notice addressed to the licensee as follows:

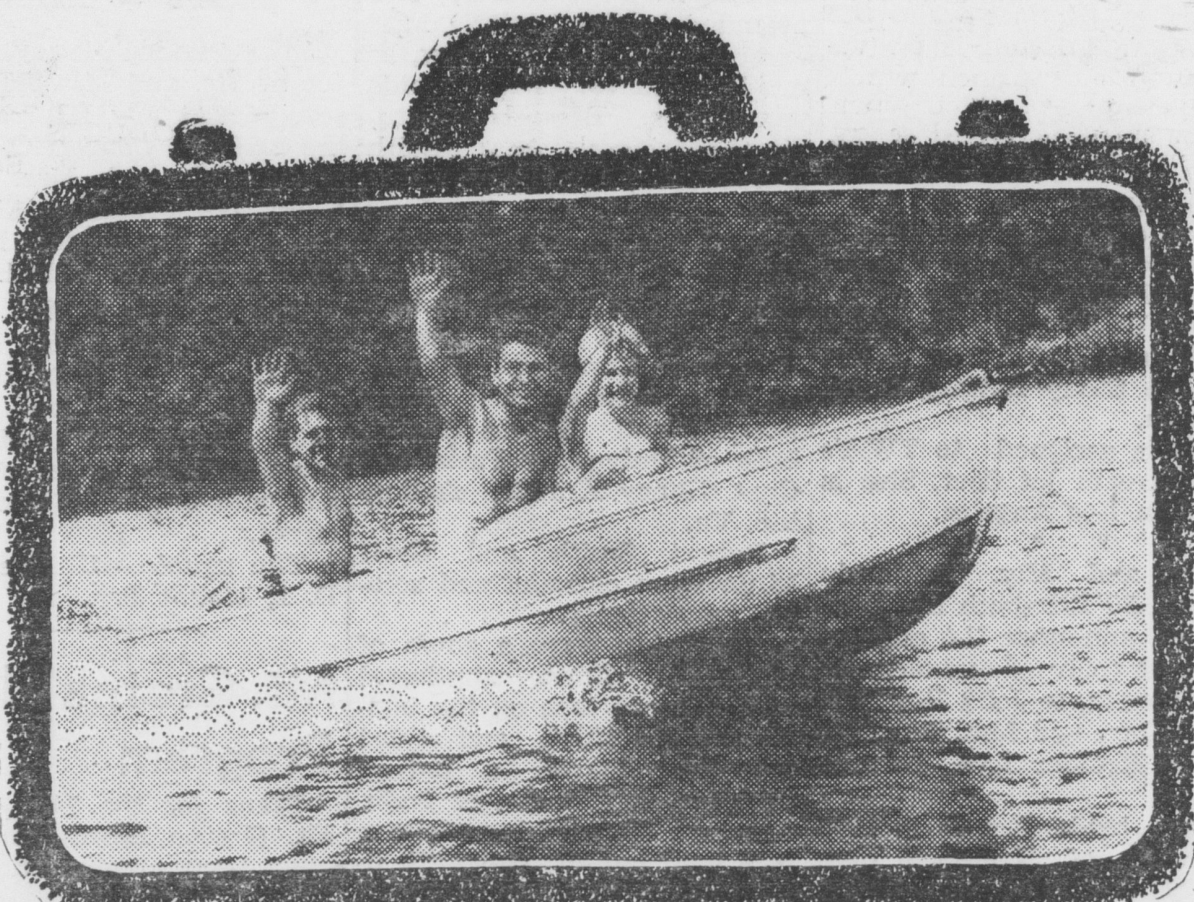
United Transmission
Incorporated
2330 Johnson Drive
Shawnee Mission
Kansas 66205

and to the licensee's Lancaster County agent for service of the process herein above provided for.

Section 14. Enforcement; Appeals. The licensee or any person who is aggrieved by any decision of an officer, committee or agent of the Borough acting under this ordinance may appeal to the Borough Council by petition or such other procedure as may be prescribed by regulations, and the decision of the Council shall be final. The Borough or any person aggrieved by an act or omission of the licensee in contravention of this ordinance or of regulations promoted under it may take such legal action as may be deemed appropriate.

(Turn to page 5)

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